



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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P.O. BOX 1460  
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IN REPLY PLEASE

REFER TO FILE: PD-6

March 10, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**STATE ROUTE 91/INTERSTATE 605/INTERSTATE 405  
MAJOR CORRIDOR STUDY  
GATEWAY CITIES COUNCIL OF GOVERNMENTS-COUNTY OF LOS ANGELES  
IMPLEMENTATION AGREEMENT  
(SUPERVISORIAL DISTRICTS 1 AND 4)  
(3 VOTES)**

**SUBJECT**

This action is to approve the implementation agreement between Gateway Cities Council of Governments and the County of Los Angeles to allow the County of Los Angeles to participate in the development of a Major Corridor Study for the State Route 91/Interstate 605/Interstate 405 transportation corridor.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman of your Board to sign the implementation agreement between the Gateway Cities Council of Governments and the County of Los Angeles providing for the County to pay up to \$100,000 in assessments to finance its proportional share of the cost of the Major Corridor Study for the State Route 91/Interstate 605/Interstate 405 transportation corridor, effective upon execution of agreement by both parties through completion of the Major Corridor Study or June 30, 2011, whichever is earlier.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to execute the attached implementation agreement (Agreement) between the Gateway Cities Council of Governments (COG) and the County of Los Angeles (County) enabling the County to participate in a collaborative effort to develop a transportation study for the State Route 91/Interstate 605/Interstate 405 transportation corridor. This corridor is a major transportation connection between the County and the Ports of Long Beach and Los Angeles. It is an essential component in the regional, statewide, and national transportation system as it serves both goods movement and passenger needs.

The Agreement provides for the County to have representatives on the State Route 91/Interstate 605/Interstate 405 Corridor Cities Committee and the State Route 91/Interstate 605/Interstate 405 Corridor Technical Advisory Committee. The Agreement also provides for the County to pay the COG's assessments of up to \$100,000 for the County's proportional share of the projected costs of the Major Corridor Study. The total cost of the Major Corridor Study is estimated to be up to \$1,400,000. This total cost will be shared equally by 14 parties, which include the County and the 13 Gateway Cities in the Major Corridor Study area, which includes the Cities of Artesia, Bellflower, Cerritos, Compton, Downey, Hawaiian Gardens, Lakewood, Long Beach, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, and Whittier. These 13 Cities will contribute up to \$1,300,000 needed for the Major Corridor Study.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6).

The execution of the Agreement will enable the County to participate in a collaborative effort between agencies to develop a transportation study for the State Route 91/Interstate 605/Interstate 405 transportation corridor, to provide recommendations to facilitate goods movement, improve travel conditions, and enhance safety, thereby improving the quality of life for the corridor users and the surrounding communities.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The County's share of the projected Major Corridor Study's costs will be up to \$100,000, which will be equally shared by the First and Fourth Supervisorial Districts. Funding for

this Major Corridor Study is available in the First and Fourth Supervisorial Districts' Road Construction Program in the Fiscal Year 2008-09 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On July 5, 2006, your Board approved Agreement No. 75748 providing for the County to: (a) become a member of the State Route 91/Interstate 605 Corridor Cities Committee and the State Route 91/Interstate 605 Corridor Technical Advisory Committee in order to provide policy assistance, guidance, and direction to the Council; (b) implement a State Route 91/Interstate 605 Corridor Assessment Needs Study; and (c) pay an assessment in the amount of \$20,000 for the County's proportional share of the State Route 91/Interstate 605 Corridor Assessment Needs Study.

The COG completed and approved the State Route 91/Interstate 605 Corridor Assessment Needs Study, which recommended the Major Corridor Study for the State Route 91/Interstate 605/Interstate 405 transportation corridor.

The attached Agreement for the Major Corridor Study has been approved by COG and approved as to form by County Counsel. The term of this Agreement shall remain and continue in effect until completion of the Major Corridor Study or June 30, 2011, whichever is earlier.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b) of the State CEQA Guidelines. This proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services or projects.

The Major Corridor Study will provide recommendations to facilitate goods movement, improve travel conditions, and enhance safety along the State Route 91/Interstate 605/Interstate 405 transportation corridor, which is of general interest to the County.

The Honorable Board of Supervisors  
March 10, 2009  
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**CONCLUSION**

Please return three adopted copies of this letter and two original signed copies of the Agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

  
GAIL FARBER  
Director of Public Works

GF:SA:dg

Attachment

c: Chief Executive Office (Lari Sheehan)  
County Counsel

IMPLEMENTATION AGREEMENT  
BY AND BETWEEN  
GATEWAY CITIES COUNCIL OF GOVERNMENTS  
AND  
COUNTY OF LOS ANGELES

THIS IMPLEMENTATION AGREEMENT (AGREEMENT) is made and entered into by and between the GATEWAY CITIES COUNCIL OF GOVERNMENTS, a California joint powers authority, (hereinafter referred to as GCCOG), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, the mission of GCCOG includes transportation planning for the subregion, and advocating for maximum public sector funding for COUNTY and subregional projects; and

WHEREAS, the cities along the State Route 91/Interstate 605/Interstate 405 Corridor (91/605/405 Corridor) continue to experience a tremendous increase in traffic congestion within these freeway corridors; and

WHEREAS, the increasing traffic congestion continues to tax the capacity of the freeways and arterial roads in southeast COUNTY, which includes the Gateway Cities of Artesia, Bellflower, Cerritos, Compton, Downey, Hawaiian Gardens, Lakewood, Long Beach, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, and Whittier; and

WHEREAS, actual and projected growth in population and the movement of goods through the southeast COUNTY freeways and arterial roads to and from the region's ports significantly continue to impact the safety, economic viability, and quality of life in cities and communities in southeast COUNTY; and

WHEREAS, a Comprehensive Needs Assessment was prepared at the request of the local GCCOG member cities and COUNTY that identified that significant transportation (and other environmental impacts) will occur now and in the future to the freeway corridors and arterial highways in southeast COUNTY; and

WHEREAS, the recommendation following the acceptance of the Comprehensive Needs Assessment was to proceed with a Major Corridor Study (MCS) that would address the 91/605/405 Corridor in southeast COUNTY; and

WHEREAS, additional studies are underway or anticipated in the vicinity of southeast COUNTY that will affect its transportation system, including, but not limited to:

- (1) I-710 EIR/EIS
- (2) OCTA/MTA Transportation Coordination Study
- (3) Multi-County Goods Movement Action Plan
- (4) I-5 EIR/EIS
- (5) OCTA Freeway Improvement Projects (SR-91, SR-22 and I-405)
- (6) Alternative Goods Movement Technology Studies

WHEREAS, at the request of the local GCCOG member cities and COUNTY, the GCCOG has submitted a request to Southern California Association of Governments (SCAG) to initiate a Regionally Significant Transportation Investment Study (RSTIS) Peer Review, which is the first step toward a MCS for southeast COUNTY; and

WHEREAS, a MCS is needed to address the transportation system in southeast COUNTY. The initial coordination and feasibility studies of the MCS will be required in advance of the RSTIS to provide the necessary coordination with all the previously listed studies and to initiate the MCS; and

WHEREAS, the parties hereto are each a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields; and

WHEREAS, Section 21 of the Joint Exercise of Powers Agreement of the GCCOG (the JPA), to which the COUNTY is a signatory, provides that when authorized by the Board of Directors, affected members may execute an agreement for the purpose of authorizing GCCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and

WHEREAS, the costs incurred by GCCOG for the MCS, including indirect costs, shall be assessed only to those members who are parties to an Implementation Agreement; and

WHEREAS, COUNTY, by and through its Board of Supervisors, has determined that this AGREEMENT to authorize GCCOG to implement and initiate the MCS is necessary and will serve public interest.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Implementation of Major Corridor Study – The COUNTY authorizes GCCOG to implement and initiate a MCS for the 91/605/405 Corridor in southeast COUNTY, including initial feasibility studies (as approved by the Corridor Cities and Technical Advisory Committees) required to coordinate with other regional transportation studies. Further, the COUNTY authorizes the GCCOG to submit and process a RSTIS Peer Review request to SCAG and obtain approval to include these freeway corridors in the Regional Transportation Plan and to request funding and partnering with other public transportation agencies for the MCS (Caltrans, SCAG, and Metro).

Section 2. Costs of Study – The COUNTY agrees to pay to GCCOG a sum not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) upon demand by the GCCOG for COUNTY'S proportional share of the projected costs of the MCS. The demand for payment will be supported by billing invoices prepared by GCCOG.

Section 3. Term – The term of this AGREEMENT shall remain and continue in effect until completion of the MCS or until June 30, 2011, whichever is earlier.

Section 4. Committee Membership – COUNTY shall have representation by one member of its Board of Supervisors on the 91/605/405 Corridor Cities Committee. The COUNTY Department of Public Works shall appoint one staff member as a representative to the 91/605/405 Corridor Technical Advisory Committee.

Section 5. Stipend – Subject to COUNTY'S compliance with the terms of this AGREEMENT, the members of the COUNTY Board of Supervisors or their representatives shall receive a stipend of One Hundred and 00/100 Dollars (\$100.00) for attendance of each meeting of the 91/605/405 Corridor Cities Committee, except as prohibited by law.

Section 6. Independent Contractor

- a. GCCOG is and shall at all times remain a wholly-independent contractor for the performance of the obligations described in this AGREEMENT. GCCOG officers, employees, and agents performing such obligations shall at all times be under GCCOG'S exclusive control. COUNTY shall have no control over the conduct of GCCOG or any of its officers, employees, or agents, except as set forth in this AGREEMENT. GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of COUNTY.

- b. No employee benefits shall be available from COUNTY to GCCOG officers or agents in connection with the performance of its obligations under this AGREEMENT. GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for any employees for performing obligations hereunder.

Section 7. Indemnification – To the fullest extent permitted by law, COUNTY and GCCOG agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, including attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this AGREEMENT, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this AGREEMENT for the percentage of liability determined as set forth in this Section.

Section 8. Termination of Agreement – Either party may terminate this AGREEMENT for any reason, in whole or part, by giving the other party thirty (30) days written notice thereof.

Section 9. Miscellaneous

- a. Notices – All notices which any party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or at such other address as the parties may from time to time designate by written notice in the aforesaid manner:

GCCOG: Mr. Richard R. Powers  
Executive Director  
16401 Paramount Boulevard  
Paramount, CA 90723

COUNTY: Ms. Gail Farber  
Director of Public Works  
Attention Mr. Amir M. Alam  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460



- b. Binding Effect – This AGREEMENT shall be binding upon and inure to the benefit of each party to this AGREEMENT and their respective heirs, administrators, representatives, successors, and assigns.
- c. Amendment – The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by the parties.
- d. Waiver – Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.
- e. Law to Govern Venue – This AGREEMENT shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the COUNTY.
- f. No Presumption in Drafting – The parties to this AGREEMENT agree that the general rule that an agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply.
- g. Entire Agreement – This AGREEMENT constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- h. Severability – If any term, provision, condition, or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void, or unenforceable provision(s).
- i. Counterparts – This AGREEMENT may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both parties to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by GATEWAY CITIES COUNCIL OF GOVERNMENTS on 1-8, 2008, and the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2009. <sup>9</sup>

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By Carole B. Suzuki  
Deputy

GATEWAY CITIES COUNCIL  
OF GOVERNMENTS

By Anne M. Bayer

ANNE M. BAYER, PRESIDENT  
ATTEST:

By Richard Powers  
Richard Powers, Secretary

APPROVED AS TO FORM:

By Richard D. Jones  
Richard D. Jones, Legal Counsel